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Attorneys for Plaintiff EDWIN CARROLL and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

EDWIN CARROLL, as an individual, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

GOLDEN STATE SUPPLY, LLC., a Nevada  
Corporation, and DOES 1 through 100,  
inclusive,

Defendants.

Case No. RIC1706729

**[PROPOSED] ORDER AND JUDGMENT  
OF FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: July 23, 2019  
Time: 8:30 a.m.  
Department: 6  
Judge: Hon. Sunshine S. Sykes

RESERVATION NUMBER: RES90004

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1 This matter having come before this Court for hearing on July 23, 2019 at 8:30 a.m. on  
2 Plaintiff EDWIN CARROLL's ("Named Plaintiff") unopposed Motion for Final Approval of  
3 Class Action Settlement, as set forth in the Parties' Second Amended Joint Stipulation and  
4 Settlement of Class Action Claims filed on February 26, 2019 titled "NOTICE OF LODGING  
5 FULLY EXECUTED SECOND AMENDED JOINT STIPULATION AND SETTLEMENT OF  
6 CLASS ACTION CLAIMS" ("Settlement Agreement"), pursuant to the Order Granting  
7 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), adequate  
8 notice having been given as required in said Order, and the Court having considered all papers  
9 filed and proceedings had herein, and good cause appearing therefore, it is ORDERED,  
10 ADJUDGED AND DECREED THAT:

11 The Court has jurisdiction over the subject matter of the action and all parties.

12 Based on a review of the papers submitted by Named Plaintiff and a review of the  
13 applicable law, the Court finds that the Gross Settlement Amount of \$255,000.00 and the terms  
14 set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement  
15 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as  
16 otherwise specified herein and for purposes of this Order, the terms used in this Order have the  
17 meaning assigned to them in the Settlement Agreement and Notice of Pendency of Class Action  
18 and Proposed Settlement ("Class Notice").

19 The Court has determined that the Class Notice provided to the Class pursuant to the  
20 Preliminary Approval Order fully and accurately informed all Class Members of the material  
21 elements of the proposed Settlement, constituted the best notice practicable under the  
22 circumstances, and constituted valid, due and sufficient notice to all Class Members.

23 The Court hereby grants full, unconditional and final approval of the Settlement as fair,  
24 reasonable and adequate in all respects, determines that the Settlement was made in good faith  
25 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in  
26 accordance with the terms of the Settlement Agreement. The Court further finds that the  
27 Settlement was the result of arm's-length negotiations conducted after Class Counsel had  
28 thoroughly and adequately investigated the claims and became familiar with the strengths and

1 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,  
2 and the assistance of an experienced mediator in the settlement process, among other factors,  
3 support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The  
4 amounts agreed to be paid by Defendant Golden State Supply, LLC ("Defendant"), including the  
5 Individual Settlement Allocations to be paid to Settlement Class Members as provided for by the  
6 Settlement Agreement, are fair and reasonable under the facts of this case.

7 The Court hereby grants final approval of attorneys' fees in the amount of \$85,000.00  
8 that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of \$34,000; (2) Law  
9 Offices of Choi & Associates in the amount of \$34,000; and (3) David Lee Law in the amount of  
10 \$17,000.

11 The Court hereby grants final approval of attorneys' costs in the amount of \$15,760.54 to  
12 Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of  
13 \$5,827.00; (2) Law Offices of Choi & Associates in the amount of \$9,933.54.

14 The Court hereby grants final approval of an enhancement award in the amount of  
15 \$10,000.00 to Named Plaintiff, in addition to his share of the Class Settlement Payment  
16 Allocation as a Settlement Class Member, for his time and effort serving as the Class  
17 Representative.

18 The Court also hereby approves payment of \$8,000.00 to Phoenix Settlement  
19 Administrators, the appointed Settlement Administrator, for the services it has rendered and will  
20 render in administering the Settlement as described more fully in the Settlement Agreement.

21 Pursuant to California Labor Code Section 2698, *et seq.*, the Court also hereby approves  
22 payment of \$7,500.00 to the California Labor & Workforce Development Agency ("LWDA") as  
23 payment for Named Plaintiff's claims on his own behalf and on behalf of all aggrieved  
24 employees/Class Members for penalties under the Private Attorneys General Act ("PAGA").  
25 The \$7,500.00 payment constitutes the 75% allocation to the LWDA of the total amount of  
26 \$10,000.00 allocated to PAGA penalties.

27 The Court hereby finds that the Class Notice and all related documents have been mailed  
28 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and

1 adequately described the terms of the proposed Settlement Agreement, the manner in which  
2 Class Members could object to or participate in the Settlement, and the manner in which Class  
3 Members could opt out of the Class; was the best notice practicable under the circumstances;  
4 was valid, due and sufficient notice to all Class Members; and complied fully with California  
5 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a  
6 full and fair opportunity has been afforded to Class Members to participate in the proceedings  
7 convened to determine whether the proposed Settlement Agreement should be given final  
8 approval. Accordingly, the Court hereby determines that all Class Members who did not file a  
9 timely and proper request to be excluded from the Settlement are bound by this Order.

10 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the  
11 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product  
12 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the  
13 Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and  
14 involvement of an experienced mediator, and all Settlement Class Members, and confers a  
15 significant financial benefit to the Class commensurate with the likely recovery if Named  
16 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the  
17 Settlement Agreement is consistent with public policy, and fully complies with all applicable  
18 provisions of law, including the provisions of California Code of Civil Procedure section 382  
19 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's  
20 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the  
21 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'  
22 respective positions rather than the result of a finding of liability at trial all support the Court's  
23 decision granting final approval. The following factors also support the decision granting final  
24 approval: the risk, expense, complexity and likely duration of further litigation; the risk of  
25 attaining and maintaining class action status throughout the proceedings; and the extent of  
26 discovery completed and the stage of the proceedings.

27 The reaction of the Class Members to the proposed Settlement further supports the  
28 Court's decision granting final approval. There are two (2) requests for exclusion from the

1 Settlement. Also, no objections have been submitted to the Settlement by any of the Class  
2 Members.

3 Phoenix Settlement Administrators shall calculate and administer from the Maximum  
4 Gross Settlement Amount the following, all of which shall be deducted from the \$255,000.00  
5 Gross Settlement Amount: Settlement Class Awards to be made to the Settlement Class  
6 Members; Attorney's Fees and Expenses Payment to Class Counsel; Enhancement Payment to  
7 the Named Plaintiff; and PAGA payment to the LWDA. A total of approximately \$128,739.46  
8 will be distributed to the Settlement Class Members, which the Court hereby fully and finally  
9 approves. Phoenix Settlement Administrators is hereby directed to mail the Individual  
10 Settlement Payments in envelopes that bear the notation, "YOUR CLASS ACTION  
11 SETTLEMENT CHECK IS ENCLOSED" and take all other actions in furtherance of the  
12 settlement administration as specified in the Settlement Agreement.

13 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the  
14 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by  
15 reference and made a part of this Order as though fully set forth herein. As more specifically set  
16 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and  
17 pursuant to the Settlement, Named Plaintiff waive and release the Released Claims as set forth in  
18 the Settlement Agreement, which are barred pursuant to this Order and Judgment.

19 By means of this Final Approval Order, final judgment is entered, as defined in section  
20 577 of the California Code of Civil Procedure, binding each Settlement Class Member and  
21 operating as a full release and discharge of Released Claims. All rights to appeal this Order or  
22 the Judgment have been waived except as specifically permitted in the Settlement Agreement.

23 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'  
24 obligations under the Settlement or under this Order.

25 Settlement Class Members shall have one-hundred eighty (180) days from the date of  
26 issuance of the check to negotiate the check. The funds from any checks returned as  
27 undeliverable, and any checks not negotiated within 180 days, shall be transmitted as follows:  
28 Twenty-five percent (25%) to the State of California State Treasury for deposit in the Trial Court

1 Improvement and Modernization Fund, established in section 77209 of the Government Code,  
2 and subject to appropriation in the annual Budget Act for the Judicial Counsel to provide grants  
3 to trial courts for new or expanded collaborative courts or grants for Sargent Shriver Civil  
4 Counsel; Twenty-five percent (25%) to the State of California State Treasury for deposit into the  
5 Equal Access Fund of the Judicial Branch to be distributed in accordance with sections 6216  
6 through 6223, inclusive, of the Business and Professions Code, except that administrative costs  
7 shall not be paid to the State Bar or the Judicial Council from this sum; and the remaining fifty  
8 percent (50%) of any such unclaimed funds will be sent to the Boys and Girls Clubs of greater  
9 Redlands-Riverside, non-profit organizations.

10 A compliance hearing is set for MAY 04 ~~2019~~, 2020 at 6:30 (a.m./p.m.)  
11 in Department 6 of the above-referenced Court. At least five (5) days prior to the compliance  
12 hearing, the Settlement Administrator will provide written certification of such completion to the  
13 Court and counsel for the Parties that shall describe (i) the date the checks were mailed, (ii) the  
14 total number of checks mailed to class members, (iii) the average amount of those checks, (iv)  
15 the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the  
16 average amount of the uncashed checks, and (vii) the nature and date of the disposition of those  
17 unclaimed funds. The report shall be accompanied by a proposed amended judgment that  
18 complies with Code of Civ. Proc. §384.5. No later than 5 days after receipt of notice of entry of  
19 the amended judgment, the parties shall submit the amended judgment to the Judicial Council,  
20 pursuant to Code of Civ. Proc. §384.5.

21 Without affecting the finality of the Judgment in any way, the Court reserves exclusive  
22 and continuing jurisdiction over the action and the Parties for purposes of supervising the  
23 implementation, enforcement, construction, administration and effectuation of the Settlement  
24 Agreement.


25 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and  
26 comply with the terms of the Settlement Agreement. Notice of entry of this Order and Judgment  
27 shall be given to Class Counsel on behalf of Named Plaintiff and all Settlement Class Members.  
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Notice of entry of this Order and Judgment will be available on the Settlement Administrator's website.

**IT IS SO ORDERED AND ADJUDGED.**

Dated: 7/23, 2019

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HON. SUNSHINE S. SYKES  
RIVERSIDE COUNTY SUPERIOR COURT JUDGE